

NOTE: CHANGES MADE BY THE COURT

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

GOLD VALUE INTERNATIONAL
TEXTILE, INC., a California
Corporation, individually, and doing
business as "FIESTA FABRIC,"

Plaintiff,

vs.

ADRIANNA PAPELL, LLC, et al.,
Defendants.

Case No.: CV 15-2331 MMM (FFMx)
Honorable Margaret M. Morrow
presiding
Referred to Honorable Frederick F.
Mumm

DISCOVERY MATTER

**(PROPOSED) ORDER TO
STIPULATED PROTECTIVE
ORDER**

Having considered the parties' pleadings on file to date, and the parties' jointly submitted Stipulated Protective Order to govern the handling of information and materials produced in the course of discovery or filed with the Court in this action, the Court determines as follows:

GOOD CAUSE STATEMENT

It is the intent of the parties and the Court that information will not be designated as confidential for tactical reasons in this case and that nothing shall be designated without a good faith belief that there is good cause why it should not be

1 part of the public record of this case. Examples of confidential information that the
2 parties may seek to protect from unrestricted or unprotected disclosure include:

- 3 (a) Information that is the subject of a non-disclosure or
4 confidentiality agreement or obligation;
- 5 (b) The names, or other information tending to reveal the identity
6 of a party's supplier, designer, distributor, or customer;
- 7 (c) Agreements with third-parties, including license agreements,
8 distributor agreements, manufacturing agreements, design
9 agreements, development agreements, supply agreements, sales
10 agreements, or service agreements;
- 11 (d) Research and development information;
- 12 (e) Proprietary engineering or technical information, including
13 product design, manufacturing techniques, processing
14 information, drawings, memoranda and reports;
- 15 (f) Information related to budgets, sales, profits, costs, margins,
16 licensing of technology or designs, product pricing, or other
17 internal financial/accounting information, including non-public
18 information related to financial condition or performance and
19 income or other non-public tax information;
- 20 (g) Information related to internal operations including personnel
21 information;
- 22 (h) Information related to past, current and future product
23 development;
- 24 (i) Information related to past, current and future market analyses
25 and business and marketing development, including plans,
26 strategies, forecasts and competition; and

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(j) Trade secrets (as defined by the jurisdiction in which the information is located).

Unrestricted or unprotected disclosure of such confidential technical, commercial or personal information would result in prejudice or harm to the producing party by revealing the producing party's competitive confidential information, which has been developed at the expense of the producing party and which represents valuable tangible and intangible assets of that party.

Additionally, privacy interests must be safeguarded. Accordingly, the parties respectfully submit that there is good cause for the entry of this Protective Order.

The parties agree, subject to the Court's approval, that the following terms and conditions shall apply to this civil action.

1. Designated Material.

1.1 Information or material may be designated for confidential treatment pursuant to this Protective Order by any party, person or entity producing or lodging it in this action (the "Designating Party"), if: (a) produced or served, formally or informally, pursuant to the Federal Rules of Civil Procedure or in response to any other formal or informal discovery request in this action; and/or (b) filed or lodged with the Court. All such information and material and all information or material derived from it constitutes "Designated Material" under this Protective Order.

1.2 Unless and until otherwise ordered by the Court or agreed to in writing by the parties, all Designated Materials designated under this Protective Order shall be used by the parties and persons receiving such Designated Materials solely for conducting the above-captioned litigation and any appellate proceeding relating thereto. Designated Material shall not be used by any party or person receiving them for any business or any other purpose. No party or person shall disclose Designated Material to any other party or

1 person not entitled to receive such Designated Material under the specific
 2 terms of this Protective Order. For purposes of this Protective Order,
 3 “disclose” or “disclosed” means to show, furnish, reveal or provide,
 4 indirectly or directly, any portion of the Designated Material or its contents,
 5 orally or in writing, including the original or any copy of the Designated
 6 Material.

7 2. Access to Designated Materials.

8 2.1 Materials Designated “CONFIDENTIAL”: Subject to the
 9 limitations set forth in this Protective Order, Designated Material may be marked
 10 “CONFIDENTIAL” for the purpose of preventing the disclosure of information or
 11 materials that the designating party in good faith believes is confidential. Before
 12 designating any specific information or material “CONFIDENTIAL,” the
 13 Designating Party’s counsel shall make a good faith determination that the
 14 information warrants protection under Rule 26(c) of the Federal Rules of Civil
 15 Procedure. Such information may include, but is not limited to:

16 (a) The financial performance or results of the Designating Party,
 17 including without limitation income statements, balance sheets, cash flow analyses,
 18 budget projections, and present value calculations;

19 (b) Corporate and strategic planning by the Designating Party,
 20 including without limitation marketing plans, competitive intelligence reports,
 21 sales projections and competitive strategy documents;

22 (c) Names, addresses, and other information that would identify
 23 customers or prospective customers, or the distributors or prospective distributors
 24 of the Designating Party;

25 (d) Technical data, research and development data, and any other
 26 confidential commercial information, including but not limited to trade secrets of
 27 the Designating Party;
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1 (e) Information used by the Designating Party in or pertaining to its
 2 trade or business, which information the Designating Party believes in good faith
 3 has competitive value, which is not generally known to others and which the
 4 Designating Party would not normally reveal to third parties except in confidence,
 5 or has undertaken with others to maintain in confidence;

6 (f) Information which the Designating Party believes in good faith
 7 falls within the right to privacy guaranteed by the laws of the United States or
 8 California; and

9 (g) Information which the Designating Party believes in good faith to
 10 constitute, contain, reveal or reflect proprietary, financial, business,
 11 technical, or other confidential information.

12 (h) The fact that an item or category is listed as an example in this or
 13 other sections of this Protective Order does not, by itself, render the
 14 item or category discoverable.

15 2.1.0 Materials designated “CONFIDENTIAL” may be disclosed
 16 only to the following Designees:

17 2.1.1 Persons who appear on the face of Designated Materials
 18 marked “CONFIDENTIAL” as an author, addressee, or recipient thereof;

19 2.1.2 Counsel retained as outside litigation attorneys of record in this
 20 action, and their respective associates, clerks, legal assistants, stenographic,
 21 videographic and support personnel, and other employees of such outside litigation
 22 attorneys, and organizations retained by such attorneys to provide litigation support
 23 services in this action and the employees of said organizations. “Counsel”
 24 explicitly excludes any in-house counsel whether or not they are attorneys of
 25 record in this action.

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1 2.1.3 Consultants, including non-party experts and consultants
 2 retained or employed by Counsel to assist in the preparation of the case, to the
 3 extent they are reasonably necessary to render professional services in this action,
 4 and subject to the disclosure requirements of section 2.3. Each consultant must
 5 sign a certification that he or she has read this Stipulated Protective Order, will
 6 abide by its provisions, and will submit to the jurisdiction of this Court regarding
 7 the enforcement of this Order's provisions.

8 2.1.4 A party's officers and/or employees, which may include in-
 9 house counsel.

10 2.1.5 The Court, its clerks and secretaries, and any court reporter
 11 retained to record proceedings before the Court;

12 2.2 Materials Designated "HIGHLY CONFIDENTIAL –
 13 ATTORNEYS' EYES ONLY": Subject to the limitations in this Protective Order,
 14 Designated Materials may be marked "HIGHLY CONFIDENTIAL –
 15 ATTORNEYS' EYES ONLY" for the purpose of preventing the disclosure of
 16 information or materials which, if disclosed to the receiving party, might cause
 17 competitive harm to the Designating Party. Information and material that may be
 18 subject to this protection includes, but is not limited to, technical and/or research
 19 and development data, intellectual property, financial, marketing and other sales
 20 data, and/or information having strategic commercial value pertaining to the
 21 Designating Party's trade or business. Nothing in paragraph 2.1 shall limit the
 22 information or material that can be designated "HIGHLY CONFIDENTIAL –
 23 ATTORNEYS' EYES ONLY" under this paragraph. Before designating any
 24 specific information "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
 25 ONLY," the Designating Party's counsel shall make a good faith determination
 26 that the information warrants such protection.

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1 2.2.0 Materials designated “HIGHLY CONFIDENTIAL –
2 ATTORNEYS’ EYES ONLY” materials may be disclosed only to the following
3 Designees:

4 2.2.1 Persons who appear on the face of Designated Materials
5 marked “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” as an
6 author, addressee, or recipient thereof;

7 2.2.2 Counsel for the parties to this action, as defined in section
8 2.1.2;

9 2.2.3 Consultants for the parties to this action, as defined in section
10 2.1.3; and

11 2.2.4 The Court, its clerks and secretaries, and any court reporter
12 retained to record proceedings before the Court.

13 2.2.5 Court reporters retained to transcribe depositions.

14 2.3 If any party wishes to disclose information or materials
15 designated under this Protective Order as “HIGHLY CONFIDENTIAL,”
16 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to any Consultant, it must
17 first identify that individual to the Counsel for the Designating Party and submit a
18 Certification of Consultant pursuant to Section 3. CONFIDENTIAL –
19 ATTORNEYS’ EYES ONLY

20 2.4 Legal Effect of Designation. The designation of any
21 information or materials as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL –
22 ATTORNEYS’ EYES ONLY” is intended solely to facilitate the conduct of this
23 litigation. Neither such designation nor treatment in conformity with such
24 designation shall be construed in any way as an admission or agreement by any
25 party that the Designated Materials constitute or contain any trade secret or
26 confidential information. Except as provided in this Protective Order, no party to

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1 this action shall be obligated to challenge the propriety of any designation, and a
 2 failure to do so shall not preclude a subsequent attack on the propriety of such
 3 designation.

4 2.5 Nothing herein in any way restricts the ability of the receiving
 5 party to use “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’
 6 EYES ONLY” material produced to it in examining or cross-examining any
 7 employee or consultant of the Designating Party.

8 2.6 The parties agree that the Plaintiff may be provided the alleged
 9 infringers’ full identities, revenues, and gross profits numbers, notwithstanding any
 10 party’s designation of documents showing such figures as “HIGHLY
 11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

12 3. Certificates Concerning Designated Materials. Each Consultant as
 13 defined in section 2.1.3, to whom any Designated Materials will be disclosed shall,
 14 prior to disclosure of such material, execute the Acknowledgement of Stipulated
 15 Protective Order in the form attached hereto as Exhibit A. Counsel who makes any
 16 disclosure of Designated Materials shall retain each executed Acknowledgement of
 17 Stipulated Protective Order and shall circulate copies to all Counsel for the
 18 opposing party concurrently with the identification of the Consultant to the
 19 attorneys for the Designating Party pursuant to Section 2.3.

20 4. Use of Designated Materials by Designating Party. Nothing in this
 21 Protective Order shall limit a Designating Party’s use of its own information or
 22 materials, or prevent a Designating Party from disclosing its own information or
 23 materials to any person. Such disclosure shall not affect any designations made
 24 pursuant to the terms of this Protective Order, so long as the disclosure is made in a
 25 manner that is reasonably calculated to maintain the confidentiality of the
 26 information.

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1 5. Manner of Designating Written Materials.

2 5.1 Documents, discovery responses and other written materials
3 shall be designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL –
4 ATTORNEYS’ EYES ONLY” whether in whole or in part, as follows.

5 5.2 The producing party shall designate materials by placing the legend
6 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’
7 EYES ONLY” on each page so designated prior to production. If the
8 first or cover page of a multi-page document bears the legend
9 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’
10 EYES ONLY” the entire document shall be deemed so designated,
11 and the absence of marking each page shall not constitute a waiver of
12 the terms of this Order. If the label affixed to a computer disk
13 containing multiple files bears the legend “CONFIDENTIAL,”
14 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” the entire disk
15 shall be deemed so protected, and the absence of marking of each file
16 shall not constitute a waiver of the terms of this Order.

17 5.3 A designation of ““CONFIDENTIAL,” or “HIGHLY
18 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” as to any item,
19 thing or object that cannot otherwise be categorized as a document,
20 shall be made: (1) by placing the legend “CONFIDENTIAL,” or
21 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” on the
22 thing, object or container within which it is stored; or (2) by
23 specifically identifying, in writing, the item and the level of
24 confidentiality designation, where such labeling is not feasible.

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1 5.4 When a party wishes to designate as “CONFIDENTIAL,” or
 2 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” materials produced
 3 by someone other than the Designating Party (a “Producing Party”), such
 4 designation shall be made:

5 5.4.1 Within fifteen (15) business days from the date that the
 6 Designating Party receives copies of the materials from the producing or disclosing
 7 entity; and

8 5.4.2 By notice to all parties to this action and to the Producing Party,
 9 if such party is not a party to this action, identifying the materials to be designated
 10 with particularity (either by production numbers or by providing other adequate
 11 identification of the specific material). Such notice shall be sent by facsimile and
 12 regular mail.

13 5.4.3. A party shall be permitted to designate as “CONFIDENTIAL,”
 14 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” material
 15 produced by a Producing Party only where:

16 a. The material being produced was provided to or developed by such
 17 Producing Party: (i) under a written confidentiality agreement with the Designating
 18 Party; or (ii) within a relationship with the Designating Party (or a party operating
 19 under the control thereof) in which confidentiality is imposed by law (including,
 20 but not limited, to the employment relationship and the vendor-customer
 21 relationship); and

22 b. The material being produced would be considered confidential
 23 material of the Designating Party under Section 2.1 of this Agreement if it were in
 24 the possession of the Designating Party.

25 5.5 Upon notice of designation, all persons receiving notice of the
 26 requested designation of materials shall:

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1 5.5.1 Make no further disclosure of such Designated Material or
2 information contained therein, except as allowed in this Protective Order;

3 5.5.2 Take reasonable steps to notify any persons known to have
4 possession of or access to such Designated Materials of the effect of such
5 designation under this Protective Order; and

6 5.5.3 If “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –
7 ATTORNEYS’ EYES ONLY” material or information contained therein is
8 disclosed to any person other than those entitled to disclosure in the manner
9 authorized by this Protective Order, the party responsible for the disclosure shall,
10 immediately upon learning of such disclosure, inform the Designating Party in
11 writing of all pertinent facts relating to such disclosure, and shall make every effort
12 to prevent further disclosure by the unauthorized person(s).

13 6. Manner of Designating Deposition Testimony.

14 6.1 Deposition transcripts and portions thereof taken in this action
15 may be designated as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –
16 ATTORNEYS’ EYES ONLY” during the deposition or after, in which case the
17 portion of the transcript containing Designated Material shall be identified in the
18 transcript by the Court Reporter as “CONFIDENTIAL,” or “HIGHLY
19 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” The designated testimony
20 shall be bound in a separate volume and marked by the reporter accordingly.

21 6.2 Where testimony is designated during the deposition, the
22 Designating Party shall have the right to exclude, at those portions of the
23 deposition, all persons not authorized by the terms of this Protective Order to
24 receive such Designated Material.

25 6.3 Within thirty (30) days after a deposition transcript is certified
26 by the court reporter, any party may designate pages of the transcript and/or its
27 exhibits as Designated Material. During such thirty (30) day period, the transcript
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1 in its entirety shall be treated as “CONFIDENTIAL” (except for those portions
 2 identified earlier as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
 3 which shall be treated accordingly from the date of designation). If any party so
 4 designates such material, the parties shall provide written notice of such
 5 designation to all parties within the thirty (30) day period. Designated Material
 6 within the deposition transcript or the exhibits thereto may be identified in writing
 7 by page and line, or by underlining and marking such portions
 8 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 9 ONLY” and providing such marked-up portions to all counsel.

10 7. Copies. All complete or partial copies of a document that disclose
 11 Designated Materials shall be subject to the terms of this Protective Order.

12 8. Court Procedures.

13 8.1 Disclosure of Designated Material to Court Officials. Subject
 14 to the provisions of this section, Designated Material may be disclosed to the
 15 Court, Court officials or employees involved in this action (including court
 16 reporters, persons operating video recording equipment at depositions, and any
 17 special master, referee, expert, technical advisor or Third-Party Consultant
 18 appointed by the Court), and to the jury in this action, and any interpreters
 19 interpreting on behalf of any party or deponent.

20 8.2 Filing Designated Materials with the Court. Nothing in this Order
 21 shall vary the requirements for filing under Seal imposed by the Federal Rules of
 22 Civil Procedure or the Local Rules of this Court. If a party wishes to file with the
 23 Court any document, transcript or thing containing information which has been
 24 designated “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –
 25 ATTORNEYS’ EYES ONLY” the Party shall designate the material as set forth
 26 herein and file it with the Court in an application for filing under seal under the
 27 Local Rules of this Court, with the material bearing the legend:
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1 **“[CONFIDENTIAL, or HIGHLY CONFIDENTIAL – ATTORNEYS’**
 2 **EYES ONLY] INFORMATION SUBJECT TO PROTECTIVE ORDER.”**

3 The Application for Filing under Seal must show good cause for the under
 4 seal filing. Filing the document under seal shall not bar any party from unrestricted
 5 use or dissemination of those portions of the document that do not contain material
 6 designated “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –
 7 ATTORNEYS’ EYES ONLY.” If a filing party fails to designate information as
 8 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 9 ONLY,” any party who in good faith believes that designation and filing under seal
 10 is required by this Protective Order may move the Court to file said information
 11 under seal within five (5) days of learning of the defective filing. Notice of such
 12 designation shall be given to all parties. Nothing in this provision relieves a party
 13 of liability for damages caused by failure to properly file Designated Material
 14 under seal.

15 8.3 Retrieval of Designated Materials. The party responsible for
 16 lodging or filing the Designated Materials shall be responsible for retrieving such
 17 Designated Materials from the Court following the final termination of the action
 18 (including after any appeals).

19 9 CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 9.1 Timing of Challenges. Any Party or Non-Party may challenge a
 21 designation of confidentiality at any time (the “Challenging Party”). Unless a
 22 prompt challenge to a Designating Party’s confidentiality designation is necessary
 23 to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a
 24 significant disruption or delay of the litigation, a Party does not waive its right to
 25 challenge a confidentiality designation by electing not to mount a challenge
 26 promptly after the original designation is disclosed.

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1 9.2 Meet and Confer. The Challenging Party shall initiate the dispute
 2 resolution process by providing written notice of each designation it is challenging
 3 and describing the basis for each challenge. To avoid ambiguity as to whether a
 4 challenge has been made, the written notice must recite that the challenge to
 5 confidentiality is being made in accordance with this specific paragraph of the
 6 Protective Order. The parties shall attempt to resolve each challenge in good faith
 7 and must begin the process by conferring directly (in voice to voice dialogue; other
 8 forms of communication are not sufficient) within 14 days of the date of service of
 9 notice. In conferring, the Challenging Party must explain the basis for its belief
 10 that the confidentiality designation was not proper and must give the Designating
 11 Party an opportunity to review the designated material, to reconsider the
 12 circumstances, and, if no change in designation is offered, to explain the basis for
 13 the chosen designation. A Challenging Party may proceed to the next stage of the
 14 challenge process only if it has engaged in this meet and confer process first or
 15 establishes that the Designating Party is unwilling to participate in the meet and
 16 confer process in a timely manner.

17 9.3 Judicial Intervention. If the Parties cannot resolve a challenge without
 18 court intervention, the Challenging Party shall file and serve a motion to challenge
 19 confidentiality under Civil Local Rule 37.7 (FFM) (and in compliance with Civil
 20 Local Rule 79-5.1, if applicable) ~~within 21 days of the initial notice of challenge or~~
 21 ~~within 14 days of the parties agreeing that the meet and confer process will not~~
 22 ~~resolve their dispute, whichever is earlier. (FFM)~~ Each such motion must be
 23 accompanied by a competent declaration affirming that the movant has complied
 24 with the meet and confer requirements imposed in the preceding paragraph.
 25 ~~Failure by the Challenging Party to make such a motion including the required~~
 26 ~~declaration within 21 days (or 14 days, if applicable) shall automatically waive the~~
 27 ~~ability to challenge the confidentiality designation for each challenged designation.~~
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1 (FFM) In addition, the Designating Party may file a motion for a protective order
 2 preserving the confidential designation at any time if there is good cause for doing
 3 so. Any motion brought pursuant to this provision must be accompanied by a
 4 competent declaration affirming that the movant has complied with the meet and
 5 confer requirements imposed by the preceding paragraph.

6 The burden of persuasion in any such challenge proceeding shall be on the
 7 ~~Designating~~ **Challenging (FFM)** Party. Frivolous challenges and those made for
 8 an improper purpose (e.g., to harass or impose unnecessary expenses and burdens
 9 on other parties) may expose the Challenging Party to sanctions. **Improper**
 10 **designations may expose the Designating Party to sanctions. (FFM)** Until
 11 such time as a determination has been made on any such motion by the Court, all
 12 parties shall continue to afford the material in question the level of protection to
 13 which it is entitled under the Producing Party's designation until the court rules on
 14 the challenge.

15 10. Client Communication. Nothing in this Protective Order shall prevent
 16 or otherwise restrict counsel from rendering advice to their clients and, in the
 17 course of rendering such advice, relying upon the examination of Designated
 18 Material. In rendering such advice and otherwise communicating with the client,
 19 however, counsel shall not disclose any Designated Material, except as otherwise
 20 permitted by this Protective Order.

21 11. No Prejudice.

22 11.1 This Protective Order shall not diminish any existing obligation
 23 or right with respect to Designated Material, nor shall it prevent a disclosure to
 24 which the Designating Party consented in writing before the disclosure takes place.

25 11.2 Unless the parties stipulate otherwise, evidence of the existence
 26 or nonexistence of a designation under this Protective Order shall not be
 27 admissible for any purpose during any proceeding on the merits of this action.
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11.3 If any party required to produce documents contends that it inadvertently produced any Designated Material without marking it with the appropriate legend, or inadvertently produced any Designated Material with an incorrect legend, the producing party may give written notice to the receiving party or parties, including appropriately stamped substitute copies of the Designated Material. If the parties collectively agree to replacement of the Designated Material, then the documents will be so designated. Within five (5) business days of receipt of the substitute copies, the receiving party shall return the previously unmarked or mismarked items and all copies thereof. If the parties do not collectively agree to replacement of the Designated Material, the producing party shall comply with the procedure of Local Rule 37 in seeking protection for the inadvertently produced material.

11.4 Neither the provisions of this Protective Order, nor the filing of any material under seal, shall prevent the use in open court, in deposition, at any hearing, or at trial of this case of any material that is subject to this Protective Order or filed under seal pursuant to its provisions. At deposition, the party using Designated Material must request that the portion of the proceeding where use is made be conducted so as to exclude persons not qualified to receive such Designated Material. At trial, the **judicial officer conducting the proceedings will determine what, if any, protection is to be afforded to Designated Material** ~~party using Designated Material must request that the portion of the proceeding where use is made be conducted so as to exclude persons not qualified to receive such Designated Material.~~ (FFM) All confidentiality designations or legends placed pursuant to this Stipulated Protective Order shall be removed from any document or thing used as a trial exhibit in this case. The removal of such confidentiality designations or legends under the preceding sentence shall not affect the treatment of such documents and things as Designated Material under

1 this Stipulated Protective Order. Upon request of a party, the parties shall meet
 2 and confer concerning the use and protection of Designated Material in open court
 3 at any hearing. Prior to the pretrial conference, the parties shall meet and confer
 4 concerning appropriate methods for dealing with Designated Material at trial.

5 11.5 Any inadvertent production of documents containing privileged
 6 information shall not be deemed to be a waiver of the attorney-client privilege,
 7 work product doctrine, or any other applicable privilege or doctrines. All parties
 8 specifically reserve the right to demand the return of any privileged documents that
 9 it may produce inadvertently during discovery if the producing party determines
 10 that such documents contain privileged information. After receiving notice of such
 11 inadvertent production by the producing party, the receiving party agrees to make
 12 reasonable and good faith efforts to locate and return to the producing party all
 13 such inadvertently produced documents.

14 12. Modification and Survival.

15 12.1 Modification. The parties reserve the right to seek modification
 16 of this Protective Order at any time for good cause. The parties agree to meet and
 17 confer prior to seeking to modify this Protective Order for any reason. The
 18 restrictions imposed by this Protective Order may only be modified or terminated
 19 by written stipulation of all parties **approved by the Court (FFM)** or by order of
 20 this Court. Parties entering into this Protective Order will not be deemed to have
 21 waived any of their rights to seek later amendment to this Protective Order.

22 12.2 Survival and Return of Designated Material. This Protective
 23 Order shall survive termination of this action prior to trial of this action. Upon
 24 final termination of the action prior to trial of this action, and at the written request
 25 of the Designating Party, all Designated Material, including deposition testimony,
 26 and all copies thereof, shall be returned to counsel for the Designating Party (at the
 27 expense of the Designating Party) or (at the option and expense of the requesting
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1 party) shall be destroyed. Upon request for the return or destruction of Designated
 2 Materials, counsel shall certify their compliance with this provision and shall serve
 3 such certification to counsel for the Designating Party not more than ninety (90)
 4 days after the written request to return or destroy Designated Materials. Counsel
 5 who have submitted one or more Certificate(s) prepared pursuant to Section 3 do
 6 not need to retain such Certificate(s) past the ninety (90) day period.

7 13. No Contract. This Protective Order shall not be construed to create a
 8 contract between the parties or between the parties and their respective counsel.

9 14. Court's Retention of Jurisdiction. The Court retains jurisdiction after
 10 final termination of the action prior to trial, to enforce this Stipulation.

11 15. Exception for Public Information. Nothing in this Stipulation shall be
 12 deemed in any way to restrict the use of documents or information which are
 13 lawfully obtained or publicly available to a party independently of discovery in this
 14 action, whether or not the same material has been obtained during the course of
 15 discovery in the action and whether or not such documents or information have
 16 been designated hereunder. However, in the event of a dispute regarding such
 17 independent acquisition, a party wishing to use any independently acquired
 18 documents or information shall bear the burden of proving independent
 19 acquisition.

20 **If a party to whom Confidential or Highly Confidential - Attorney's**
 21 **Eyes Only material has been produced is subpoenaed or ordered by another**
 22 **court or administrative agency to produce information that is subject to this**
 23 **protective order, such party shall notify promptly the party who produced the**
 24 **material of the pending subpoena or order. It is the producing party's**
 25 **responsibility to take whatever action it deems appropriate to challenge the**
 26 **subpoena or order in the issuing court or agency. The party subject to the**
 27 **subpoena or order shall not produce any Confidential or Highly Confidential -**
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1 Attorney's Eyes Only materials in advance of the date required by the
2 subpoena or order. Nothing herein shall be construed as relieving anyone
3 subject to this order from any obligation to comply with a validly issued
4 subpoena or order. (FFM)

5 IT IS SO ORDERED.

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7 Dated: __12/22/15__

8 /S/ FREDERICK F. MUMM
9 Honorable Frederick F. Mumm
10 United States Magistrate Judge
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Exhibit A

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

GOLD VALUE INTERNATIONAL
TEXTILE, INC., a California
Corporation, individually, and doing
business as “FIESTA FABRIC,”

Plaintiff,

vs.

ADRIANNA PAPELL, LLC, et al.,
Defendants.

Case No.: CV 15-2331 MMM (FFMx)
Honorable Margaret M. Morrow
presiding
Referred to Honorable Frederick F.
Mumm

[DISCOVERY MATTER]

**STIPULATED PROTECTIVE
ORDER**

The undersigned hereby acknowledges that he/she has read the
STIPULATED PROTECTIVE ORDER entered in the above captioned litigation,
and that he/she fully understands and agrees to abide by the obligations and
conditions thereof.

Dated: _____

(Signature)

(Print Name)